



# Notice of Contract Purchase Agreement

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

<b>V E N D O R</b>	11640 SERTEX LLC 245 WATERMAN ST STE 500 PROVIDENCE, RI 02906-5215	TELECOMMUNICATIONS SERVICES (MPA #404)	
		<b>Award Number</b> 3034146	<b>Effective Period:</b> 01-JUL-07 - 30-JUN-10
<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	<b>Date:</b> 21-JUN-07 <b>Buyer:</b> L Hill <b>Shipping:</b> Paid <b>Terms:</b> NET 30	<b>I N V O I C E</b>
		MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

BLANKET REQUIREMENTS: 7/1/07 - 6/30/10

MASTER PRICE AGREEMENT #404

TELECOMMUNICATIONS SERVICES  
PER ATTACHED PRICING

SUPPLIER CONTACT:  
MICHAEL SOLITRO  
TELEPHONE: 401-454-4102 EXT. 106  
FAX: 401-454-4110

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

TITLE: TELECOMMUNICATIONS SERVICES - MPA #404  
 BID # 7003519 OPENING DATE & TIME: 5/14/07 AT 11:15 AM  
 BLANKET REQUIREMENTS: 7/1/07 - 6/30/10

Line	Description	Supplier	Unit	Award	Award Price
# 1	TSA Telecom Apprentice straight time rate FY 2007 to 2008	SERTEX LLC	Hour	Yes	\$57.00
# 2	TSA Telecom Apprentice straight time rate FY 2008 to 2009	SERTEX LLC	Hour	Yes	\$58.00
# 3	TSA Telecom Apprentice straight time rate FY 2009 to 2010	SERTEX LLC	Hour	Yes	\$61.00
# 4	TSA Telecom Technician straight time rate FY 2007 to 2008	SERTEX LLC	Hour	Yes	\$64.00
# 5	TSA Telecom Technician straight time rate FY 2008 to 2009	SERTEX LLC	Hour	Yes	\$67.00
# 6	TSA Telecom Technician straight time rate FY 2009 to 2010	SERTEX LLC	Hour	Yes	\$70.00
# 7	TSA Telecom Foreman straight time rate FY 2007 to 2008	SERTEX LLC	Hour	Yes	\$65.00
# 8	TSA Telecom Foreman straight time rate FY 2008 to 2009	SERTEX LLC	Hour	Yes	\$68.00
# 9	TSA Telecom Foreman straight time rate FY 2009 to 2010	SERTEX LLC	Hour	Yes	\$71.00
# 10	TSA Telecom AutoCAD straight time rate FY 2007 to 2008	SERTEX LLC	Hour	Yes	\$52.00
# 11	TSA Telecom AutoCAD straight time rate FY 2008 to 2009	SERTEX LLC	Hour	Yes	\$54.00
# 12	TSA Telecom AutoCAD straight time rate FY 2009 to 2010	SERTEX LLC	Hour	Yes	\$56.00
# 13	TSA Telecom Technician Wireless Design Rate FY 2007 to 2008	SERTEX LLC	Hour	Yes	\$77.00
# 14	TSA Telecom Technician Wireless Design Rate FY 2008 to 2009	SERTEX LLC	Hour	Yes	\$80.00
# 15	TSA Telecom Technician Wireless Design Rate FY 2009 to 2010	SERTEX LLC	Hour	Yes	\$84.00
# 16	Cost Fusion Splicer per day FY2007 to 2008	SERTEX LLC	Hour	Yes	\$206.00
# 17	Cost Fusion Splicer per day FY2008 to 2009	SERTEX LLC	Hour	Yes	\$218.00
# 18	Cost Fusion Splicer per day FY2009 to 2010	SERTEX LLC	Hour	Yes	\$228.00
# 19	Cost Fusion Splicer week day FY 2007 to 2008	SERTEX LLC	Hour	Yes	\$822.00
# 20	Cost Fusion Splicer week day FY 2008 to 2009	SERTEX LLC	Hour	Yes	\$870.00
# 21	Cost Fusion Splicer week day FY 2009 to 2010	SERTEX LLC	Hour	Yes	\$909.00
# 22	Cost quad optics OTDR per day FY 2007 to 2008	SERTEX LLC	Hour	Yes	\$218.00
# 23	Cost quad optics OTDR per day FY 2008 to 2009	SERTEX LLC	Hour	Yes	\$230.00
# 24	Cost quad optics OTDR per day FY 2009 to 2010	SERTEX LLC	Hour	Yes	\$240.00
# 25	Cost quad optics OTDR per week FY 2007 to 2008	SERTEX LLC	Hour	Yes	\$870.00
# 26	Cost quad optics OTDR per week FY 2008 to 2009	SERTEX LLC	Hour	Yes	\$919.00
# 27	Cost quad optics OTDR per week FY 2009 to 2010	SERTEX LLC	Hour	Yes	\$957.00

**Contract Terms and Conditions****Table of Contents**

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## **Terms and Conditions**

### **PURCHASE ORDER STANDARD TERMS AND CONDITIONS**

#### **TERMS AND CONDITIONS FOR THIS PURCHASE ORDER**

#### **INSURANCE REQUIREMENTS (ADDITIONAL)**

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

#### **MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

#### **PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

#### **AUTHORIZATION AND RELEASE**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing

shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

**BLANKET PAYMENT**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

**EQUAL OPPORTUNITY COMPLIANCE**

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

**WAGE REQUIREMENTS - ADDITIONAL**

VENDOR IS ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS.

**CAMPAIGN FINANCE COMPLIANCE**

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

**DELIVERY PER AGENCY**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

## TERMS AND CONDITIONS OF PRICING AGREEMENT

**SCOPE AND LIMITATIONS** - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

## **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

**State Agencies** shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** - If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** - All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.